

Bettendorf

AFSCME Council 61 (Library)

7/1/2006 6/30/2010

AGREEMENT

Between

THE BETTENDORF PUBLIC LIBRARY

and

THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 61

July 1, 2006

to

June 30, 2010

This Agreement is entered into by and between the Bettendorf Library Board of Trustees, Bettendorf, Iowa (hereinafter called the "Employer") and AFSCME/Iowa Council 61, representing City of Bettendorf Library employees, certified in P.E.R.B. Case #3845, (hereinafter referred to as the "Union"), and applies only to said parties.

ARTICLE 1 Recognition

Section 1 - Bargaining Unit.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees classified as Young Adult Librarian, Library Assistant, Lead Library Assistant, Library Clerk, Lead Library Clerk, Reference Librarian, Reception Clerk, Children's Aide, and Page but excluding Library Director, Technical Processing Manager, Circulation Manager, Senior Library Manager, Youth Services Manager, Administrative Assistant, pages who are students working less than 20 hours per week, maintenance employees who are students working less than 20 hours per week, all employees excluded by Section 20.4 of The Public Employment Relations Act, all police and fire department employees, and all city "general unit" employees certified in PERB Case #3845.

Temporary employees are those hired for a specific period of time, to accomplish particular projects or implement special programs or to fill positions of permanent employees assigned to those special projects. Upon completion of six months of service, temporary employees will be eligible for the wages and benefits provided in this Agreement for permanent positions working comparable hours.

Students who are hired into student positions will remain in those positions until they promote or transfer into a regular position covered by this Agreement.

Section 2 - New Classifications.

If the Employer establishes new bargaining unit classifications, the Union will be given the job descriptions of such classifications and the opportunity to negotiate their wage rates. In the event the parties cannot agree upon the wage rates, either party may then elect to pursue the sole issue of wage rate to arbitration. Selection of the arbitrator shall be as outlined in Step 4 of the grievance procedure.

Section 3 - Job Classification Review

Employees who wish to review the points awarded their specific job duties under the Stewart Jennings report, or who are given permanent duties outside of the current job description for the employee's classification with such duties affecting the Stewart Jennings point total may initiate a process of review by written report to their immediate supervisor. The report shall list what duties the employee is performing that cause the employee to feel classification adjustment is appropriate and, if able, shall list those specific Stewart Jennings factors to be reviewed. The Library Director in conjunction with the City Administrator's Administrative Assistant shall investigate the request, meet with the Employee and Union Steward if requested by the Employee and subject to unusual numbers of requests or scheduling conflict, within fifteen (15) days provide a report to the Employee and Union President. In the event a different point total is determined, the position's Stewart Jennings' point total shall be adjusted and the duties on the job description shall be modified, if warranted. In the event that the modified point total results in a different pay grade, the job description and/or classification of the Employee shall be changed, and the Employee shall receive the rate of pay in that classification as determined by his/her library seniority or his/her pre-adjustment rate, whichever is higher from the date of the decision. Alternatively the Employer may remove the duties which cause higher point total. If duties are removed, the Employee shall be notified in writing of the specific duties so removed. Results of the Employer's review are subject to the grievance procedure; however in the event an Arbitrator overturns the Employer's decision, the employer may still elect to remove the duties of the higher classification. An Employee may only file one reclassification report every twelve (12) months on the same subject matter. The Employer may also initiate such a request.

In the event the Employer schedules the meeting or meetings contemplated by this Section during the normal work hours, the Employee and the Union Steward shall be in pay status. All meetings at other times shall be without pay.

ARTICLE 2 General Provisions

Section 1 - Non-Discrimination.

The parties agree that their respective policies, procedures and operating rules will not violate the rights or discriminate against employees covered by this Agreement because of age, sex, race, creed, disability, other criteria not related to job performance, and any other protected rights provided for by federal and state law. Additionally, the parties agree not to interfere with the right of employees to choose or not to choose membership in the Union.

Section 2 - Bulletin Board.

The Union shall be provided reasonable posting space on the central bulletin board for the posting of Union notices and other materials. Copies of all such notices shall be provided at the time of posting to the Library Director or the Director's Designee. Notices shall not contain partisan political information.

Section 3 - Performance Evaluations.

Employees shall be entitled to a fair and impartial performance evaluation on an annual basis. The performance evaluation forms and procedures presented to the Union during the 1998-2000 negotiations shall be utilized. Effective 7/1/06 each employee shall have added to the Work Quality evaluation component a standard that says, "Employee practices the core beliefs as defined by the document "City of Bettendorf Core Beliefs and what they mean for library staff." This document shall be added to each evaluation form. Employees aggrieved by a performance evaluation may resort to the grievance procedure.

At the close of six months, the employer shall conduct a performance evaluation. If that evaluation indicates the employee should be retained, the employee shall receive the six month step. If the evaluation indicates the employee should not be retained, the employee shall be dismissed. Then, an employee receives a 3% increase on the first anniversary of hire and a like increase every two years thereafter.

Section 4 - Labor/Management Meetings.

Representatives of the Union and the Employer may schedule up to four (4) meetings annually, at a mutually agreeable time, the purpose of which shall be to provide a forum for open communications between the parties. Agenda items shall be exchanged at least one week in advance of the meeting. Up to two (2) employees shall be allowed to attend. Employees shall be in pay status if the meeting is held during the attending employees working hours.

Section 5 - Union Bargaining Team.

When contract bargaining sessions between the parties are scheduled to take place during normal working hours, employees who are members of the Union's bargaining team (up to two (2) members) shall be given such time off without loss of pay to attend such sessions. The time off granted for bargaining sessions shall not be considered as hours worked for overtime eligibility.

Section 6 - Rules and Regulations.

The Union agrees that employees shall comply with all work rules presently in effect or subsequently established by the Employer that are not in conflict with the provisions of this Agreement and are not mandatory subjects of bargaining. The Employer agrees that the reasonableness of work rules or the discriminatory applications of such rules may be subject to the grievance procedure. Library employees shall be provided with a copy of the personnel rules, work rules, and/or the collective bargaining agreement in the event of a change in any of those documents.

Except in emergency situations, the Employer will post new work rules at least seven (7) calendar days in advance of their effective date.

Section 7 - Union Visitation

An authorized representative of the Union may visit the Employer's premises for purpose of grievance processing, administration of this Agreement, or Union business, provided such activities do not unduly interfere with the operation of the Library and that meetings between staff and union representatives occur away from public areas.

Section 8 - Personal Property Replacement

Any personal item worn or used on the job by an employee covered by this Agreement, which is damaged or destroyed in the performance of required duties, shall be repaired or replaced at its replacement cost up to a maximum of seventy-five dollars (\$75.00) per contract year. The Supervisor must be notified the date of the occurrence. This clause is not intended to be used to replace items of personal apparel which wear out, break, or tear during the work day, but it is intended to include clothing damaged during photocopier servicing.

A report must be completed and forwarded to the Employee's Supervisor by the end of that day's work shift stating what item(s) was/were damaged and the circumstances causing the damage. If not so reported the Employer has no obligation to pay under this clause.

Section 9 – Union Orientation

A union representative may, at his/her option, be allowed to meet with any new employee eligible for inclusion into the bargaining unit, to orient the employee on AFSCME and it's role. Such orientation shall be on pay status for the union representative, and shall occur away from public areas.

ARTICLE 3 Management Rights

As provided in Section 20.7, Code of Iowa, the parties recognize that the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinances charter or special act, the exclusive power, duty and right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the Library.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of the Library operation.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE 4 Strikes and Lockouts

Section 1 - No Strikes.

The Union agrees that it will not participate directly or indirectly in any strike against the Employer.

Section 2 - No Lockouts.

The Employer agrees that it will not participate directly or indirectly in any lockout against the Union.

ARTICLE 5 Dues Deductions

Section 1 - Deductions.

The Employer agrees the City of Bettendorf will deduct the regular Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. Forms for payroll deductions shall be supplied by the Union. Any funds deducted for Union dues shall be remitted to the office designated by the Union within fourteen (14) days of the deduction.

Such orders shall be terminable with written notice to the Employer and the Union during a two week period June 15-30 of each year. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease at any time within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

Section 2 - Indemnification.

The Union shall indemnify and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken or not taken by the Employer in compliance with this Article.

ARTICLE 6
Grievance and Arbitration Procedures

Section 1 - Grievances.

A grievance is any dispute or disagreement between the parties as to the application, meaning or interpretation of specific provisions of this Agreement. If the issue affects more than one member of the bargaining unit, the Union may choose to file a group format grievance. Grievances shall be processed in the following manner:

- Step 1: If an employee and his immediate supervisor are unable to resolve a grievance informally, then it shall be submitted in writing, and signed by the employee and the Union Steward, and given to the Library Director. The grievance shall be discussed at a mutually agreeable time, but in no event, no later than ten (10) working days following the submission of the grievance to the Library Director. A written grievance shall be filed within ten (10) working days of the occurrence of the event giving rise to the alleged contract violation or within ten (10) working days after the employee concerned should have become aware of the occurrence.
- Step 2: If the grievance still remains unresolved or if the Library Director is unable to issue a decision within ten (10) working days, it shall be submitted by the Union Steward to the Library Board of Trustees, or its designee, in writing, within ten (10) working days after the response of the Library Director or the date by which Library Director should have responded. The grievance shall be discussed at a mutually agreeable time, but in any event no later than ten (10) working days following the submission of the grievance to the Library Board of Trustees, or its designee. The Library Board of Trustees, or its designee, shall respond in writing to the Union Steward (with a copy to the Staff Representative and the grievant) within ten (10) working days following the meeting.
- Step 3: If the grievance is still unresolved, either party may, within thirty (30) working days after the reply of the Board of Trustees, or its designee, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union. The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to alternately strike two (2) names from the panel. The order of striking will be determined by the toss of a coin.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and/or submission of briefs.

Section 2 - Authority of Arbitrator.

The arbitrator shall have no right to amend or modify the provisions of this Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing by the Employer and the Union, and shall have no authority to make his/ her decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit, in writing, his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator rendered in accordance with this Agreement shall be final and binding.

Section 3 - Expenses of Arbitration.

The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union. The cost of a written transcript shall be paid for by the party requesting such transcript. Grievant(s), witness(es), and Union Representatives shall be in pay status for time spent in arbitration proceedings during regularly scheduled work hours.

Section 4 - Mutual Covenants.

The rights of individuals set forth in this grievance procedure are agreed upon in consideration that a decision rendered under and in accordance with this Agreement shall be final and that there shall be no refusal to perform any specific duty pending the handling of a grievance, except when the health and personal safety of an employee may be in jeopardy.

Section 5 - Grievance Investigation, Discussions and Attendance.

All grievance discussions and investigations that take place during working hours will be done in a manner which will not interfere with essential operations of the Employer. Discussions shall take place away from public areas. When a meeting is scheduled between the Employer and the Union to discuss a grievance at one of the steps of the grievance procedure during normal working hours of the grievant, witnesses, and the Union representatives, they shall be released from duty without loss of pay to attend the meeting. Council 61 Union Representatives may attend any step of the grievance procedure.

Section 6 - Time Limits.

The term "working days" as used in this Article shall mean the days Monday through Friday, inclusive, and excludes Saturdays, Sundays and holidays.

No grievance shall be entertained or processed unless it is initially submitted within the time limits set forth in Section 1 of this Article. If the Union or grievant fails to comply with a time limit set forth in the grievance procedure, the grievance will end. If the Employer does not answer a grievance or the appeal thereof within the specified time limit, the Union may treat grievance as denied and elect to appeal the grievance to the next step, within the specified time limit established in that step.

The time limit on each step may be extended by mutual agreement of the Employer and the Union representative involved in each step, provided such mutual agreement is contained in writing. More than one grievance may be heard by the same arbitrator by mutual written agreement of the parties.

ARTICLE 7 Hours of Work

Section 1 - Regular Hours.

Employees shall continue to work the hours worked as of the execution of this Agreement unless changed by the Employer for legitimate reasons.

Section 2 - Work Day.

Up to eight (8) hours of work shall constitute a work shift.

Section 3 - Scheduling.

The Employer agrees to make a good faith effort to continue its present scheduling practices. Work schedules showing the employee's work days and hours shall be posted at a central department location. In other than emergency situations, revised schedules shall be posted on the central bulletin board at least two (2) weeks in advance of the commencement of the new schedules. Employees agree to work regularly scheduled shifts and attend all staff meetings and such other meetings as are called by the employer, unless excused prior to the meeting by the Library Director or his/her designee.

Section 4 - Part-time Employees.

Part-time employees shall be covered by this Article except that their work days in any given work week need not be consecutive, they are not required to attend the monthly staff meeting, and their hours may be less than eight (8) hours per day.

Section 5 - Trade Time.

Nothing in this Agreement shall be construed as to prohibit employees from trading hours of work, subject to the approval of the immediate supervisor. Employees shall not routinely or habitually trade shifts, but may upon unusual compelling circumstances.

Section 6 - Flexible Scheduling.

When practical, as determined by the Employer, variations in the normal work schedule may be implemented to facilitate the needs of a particular employee. Such scheduling shall not result in inconvenience to the public, loss of operational efficiency or increased overtime expenditures, and shall require approval of the Library Director or his/her designee.

Section 7 - Rest Periods.

All employees will be allowed a fifteen (15) minute rest period during each four (4) hour period that they work. Such break shall not be taken at the beginning or end of the work shift, nor in conjunction with a meal break. Rest periods are not cumulative. Rest periods may not be used to compensate for absenteeism or tardiness.

Section 8 - Meal Periods.

All employees shall be granted a one-half hour, duty-free, unpaid meal period during each work shift.

All employees scheduled to work an eight hour shift on Friday shall be entitled to request and shall be granted a one hour duty free unpaid meal period during each Friday work shift, provided notice is given at least 48 hours in advance and no operational hardship shall result. The library shall agree to not decrease the number of work hours on the day the employee elects the one hour meal period. Employees electing this option shall work 8:30 a.m. to 5:30 p.m. on the affected Friday. The library shall set the duty free hour.

ARTICLE 8 Pay

Section 1 - Payday.

Employees shall be paid no later than 2:00 PM on alternate Fridays. An accurate total of vacation and sick leave account balances shall be reflected on the check stub.

Section 2 - Wage Scale.

Employees shall be paid in accordance with the pay schedule attached to this Agreement.

Section 3 - Out-of-Classification Pay.

In the event an employee performs the duties of a higher job classification other than his/her own, she/he shall receive the rate of pay for the classification, at the step reflecting his/her seniority, or his/her own rate, whichever is greater, for all days worked out of his/her classification, beginning with the sixth consecutive work day or beginning with the first day the duties are assumed on a regular basis.

Section 4 - Direct Deposit.

The Employer agrees to continue direct deposit for payroll checks at Credit Unions at which such direct deposits may be currently made.

Section 5 - Mileage Reimbursement.

If employees are directed to drive their personal vehicle in performance of work, they shall be reimbursed for their expense at the rate established in the Iowa Code for reimbursement of state employees.

Section 6 – Merit Bonus Payment.

Employees ineligible for the step increase because they have reached the maximum rate for their respective classification may be provided a merit bonus based on a percentage of their base rate of pay, payable on the anniversary of their employment. The score on their annual performance appraisal will be the determining factor for their eligibility for this merit bonus. Listed below are the average weighted scores needed to qualify for a merit bonus payment:

<u>SCORE</u>	<u>PERCENTAGE OF BONUS</u>
4.50 – 5.00	3.50%
4.10 – 4.49	2.25%
3.75 – 4.09	1.25%
0.00 – 3.74	0.00%

Section 7 – Shift Premium

An employee who regularly works 40 hours per week or more shall receive a shift premium of 50 cents per hour in addition to regular pay for each hour worked after five o'clock p.m. or for each hour worked on Saturday.

Section 8 – Deferred Compensation Contributions

The City shall contribute bi-weekly to an individual's 457 deferred compensation plan or a Section 125 plan an amount equal to one (1) percent of an individual's base wage for that bi-weekly period. The employee shall notify the City annually as to the employee's distribution preference. If the employee fails to notify the City, the distribution preference from the prior year shall remain. The City's contribution shall cease if the individual is no longer employed by the City. An employee may, at his/her option, elect to contribute up to the maximum allowed by law, into the individual's 457 deferred compensation plan. Additionally, an employee may, at his/her option, elect to directly contribute all or part of his/her annual sick leave buy back payment into the individual's 457 deferred compensation program; said contribution shall be administered by the City in order to avoid forfeiting the tax deferred status of the contribution. The contribution shall be made to one qualified provider selected by the individual.

Effective 7/1/2006 the City shall contribute bi-weekly an additional 1% of an individual's base wage for that bi-weekly period to the individual's 457 deferred compensation plan provided the individual contributes a minimum of 1% of the individual's base wage to the plan.

Section 9 – Sunday Premium

Any employee working on a Sunday shall be paid at one and one-half (1 ½) times his/her regular hourly pay for all work performed.

Section 10 – Retirement Health Savings Plan

The City shall make available to employees a Retirement Health Savings Plan into which employees can make pre-tax contributions. The plan shall be funded solely by the employee and there shall be no expectation for employer contribution. Terms and conditions of the Employment Health Savings Plan contract will be that agreed upon by the City of Bettendorf and as recommended by Employee Health Benefits Committee. These terms and conditions shall be agreed upon on or before July 1, 2006.

Section 11 – On Call Pay

Library staff members with on call status for Saturdays and/or Sundays shall receive \$25 for each day on call. In addition to on call pay, if called to work, the employee shall receive the regular rate of pay plus shift premium and overtime if applicable for each hour worked on Saturday and time and one-half for each hour worked on Sunday. Staff will be given the opportunity to volunteer for on call status; when there are no staff

volunteers, the Library Director or his/her designee shall assign an employee to on call status. Institution of on call procedures is at the Library Director's discretion.

ARTICLE 9 Overtime

Section 1 - Overtime Pay.

An employee shall be paid one and one-half times his/her regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in a work week. Paid vacations, holidays, compensatory time off, paid leaves of absence, sick leave, mandatory training time and actual travel time to or from such training, out of the Quad City area, shall count as hours worked for purposes of computing overtime.

Section 2 - Compensatory Time.

In lieu of overtime pay, full-time employees may elect compensatory time, which must be taken within the pay period when earned, unless the Library Director or his/her designee approves otherwise. Compensatory time may be taken in no less than one hour increments. Less than one (1) hour increments may be allowed with permission from Library Director or his/her designee and when workload permits.

Section 3 - Overtime Distribution.

It is the intent of the Employer to distribute overtime among qualified employees in as equitable a fashion as possible.

Section 4 - Call Time.

Any employee called to work before or after any regularly scheduled shift or on a holiday, compensatory day, or on a day off shall be paid a minimum of two (2) hours pay or for the hours worked at the applicable rate, whichever is greater. Call time may be accrued as compensatory time at the applicable rate.

ARTICLE 10 Seniority

Section 1 - Seniority.

Seniority shall be based on an employee's last date of hire and shall accrue during his/her periods of active employment.

Section 2 - Seniority Lists.

The employer shall post, on or about July 1 of each year, on the staff bulletin board, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union.

Section 3 - Probationary Period.

New employees shall be considered probationary employees until they have been employed six (6) months from their last date of hire. No grievances may be presented based on the discharge or layoff of probationary employees.

Section 4 - Layoff.

In the event it becomes necessary to lay off employees for any reason, employees shall first be given at least twenty-one (21) working days written notice of the layoff before such layoff becomes effective. No permanent employee shall be laid off until all temporary employees have been eliminated.

Employees shall be laid off within their job classification, in the inverse order of their seniority. Employees shall be recalled from layoff, within their job classification, according to the order of their seniority by letter, registered mail, return receipt requested. No new employees shall be hired until all qualified employees on layoff status desiring to return to work have been recalled, except the laid off employee's right to be recalled is limited to thirty-six (36) months. The employee is required to keep the Employer informed of the employee's current address and/or phone number. The employee recalled shall have five (5) working days to give notice of her/his intention to return to work. Professional employees shall be allowed a thirty (30) calendar day period in which to return; all other employees shall be allowed a fifteen (15) calendar day period in which to return.

Section 5 - Bumping Right to Avoid Layoff.

Employees who would otherwise be laid off may displace employees of lesser seniority if they are immediately qualified, without training, to perform the duties of the classification and have had prior experience in the classification. They shall be paid in accordance with Article 11, Section 4.

Section 6 - Termination of Seniority.

An employee's seniority terminates for any of the following reasons:

- a. Discharge for just cause.
 - b. Retirement.
 - c. Voluntary resignation.
 - d. Failure to give notice of intent to return to work within five (5) working days from receipt of notice of recall from layoff.
 - e. Expiration of recall rights.
 - f. Absence of more than three working days without notifying the Employer, except when excused.
 - g. Three instances of unapproved unpaid leave within a six month period.
- Employees may also be subject to discipline for the above. Said discipline shall be progressive but shall be no greater than one (1) day suspension without pay unless the employee has more than three (3) unapproved unpaid leaves.

ARTICLE 11 Job Bidding

Section 1 - Transfer.

Whenever a job opening occurs, the position shall be posted internally and may be posted externally. All qualified applicants currently employed by the Bettendorf Public Library shall be given the opportunity to be tested for the position. After conclusion of all requisite testing, the highest scoring applicants shall be interviewed, regardless of that applicant's employment status. The most qualified applicant shall be selected.

Section 2 - Job Vacancy.

- a. A job vacancy of a permanent nature, which the Employer desires to fill, shall be posted on Library bulletin board for a period of not less than five (5) days to provide an opportunity to apply for the opening.
- b. Employees on vacation or leave of absence shall receive consideration for an opening which occurs during their absence by advising the Library Director or designee prior to their departure, of their desires to be considered for such opening.

Section 3 - Determination of Vacancy.

The Employer shall determine when a position is vacant and when or if it is to be filled. In the event the employer eliminates a position, the employer will notify the Local President of the elimination.

Section 4 - Pay Upon Transfer

When an employee is transferred, the employee shall receive the rate of pay appropriate to his/her seniority in the new classification.

Section 5 - Temporary Job Openings.

Temporary job openings are defined as job vacancies that may periodically develop in any job classification. Temporary openings, if filled, shall be filled by the Employer. Employees transferred must meet the minimum qualifications for the job. Employees assigned to a temporary job opening shall be paid in accordance with Section 4 of this Article. Upon the completion of the temporary appointment, employees will be entitled to be returned to their most recently held position.

ARTICLE 12 Training and Education.

Section 1 - Conferences, Workshops, Seminars and Conventions.

Subject to available funds, employees may request attendance at conferences. Any employee granted leave to attend a conference shall have expenses paid pursuant to the Employer's travel policy. Full time employees on conference leave shall be paid regular salary; part time employees shall be paid a maximum of 8 hours per day.

Section 2 – Tuition Reimbursement

Permanent full time employees with a minimum of one year of continuous service are eligible for the program. Reimbursement will be limited to 50% of tuition, books, fees, and labs of all approved courses successfully completed with a grade of "C" or higher for all undergraduate coursework, and a grade of "B" or higher for a graduate level course. All initial costs (tuition, books, fees, and labs) are to be paid in full by the employee in advance.

Program classes must be (1) directly related to an employee's present job or a reasonable promotional objective within the City or (2) a class that is a requirement of a degree program in a field directly related to an employee's present job or a reasonable promotional objective within the City. Classes which are not part of a specific degree or certificate program, but which are determined by the Library Director and City Administrator to be in the interest of the City, may qualify for the program. Professional development programs offered internally and by training vendors, professional organizations and various other agencies do not qualify under the Tuition Reimbursement Program.

Applications are available at the Human Resources Department and shall be given to the Library Director for approval, change or denial. The Library Director will then forward the application to the Human Resources Department for final approval of the City Administrator, and verification of funding availability. The City has a limited amount of money (\$20,000) for this program, and will be allocated on a first come, first served basis. In the event of insufficient funding to meet all the requests, the City Administrator shall determine the distribution of funds available. Employees denied tuition reimbursement shall receive a written explanation of denial by the City Administrator. This is a decision that cannot be grieved or appealed by the employee or the Library Director.

Applications must be received in the Human Resources Department at least three (3) weeks prior to the first session of the course(s). Applications for tuition reimbursement must be submitted for approval or denial every quarter or semester.

Section 3 - Coursework.

The Employer will attempt to accommodate employees taking library-related

coursework by allowing time off without pay for such work and adjusting work schedules accordingly.

ARTICLE 13

Lockers

The Employer shall provide secure, individual lockers, as are available, for the storage of employees' personal property while at work.

ARTICLE 14

Sick Leave

Section 1 - Short Term Illness-Long Term Illness.

Employees covered by this Agreement shall be entitled to sick leave with pay at the rate prescribed in this Article. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be allowed only as outlined in this Article. In order to receive compensation while absent on sick leave, the employee shall notify the Library Director or his/her designee prior to or within one-half (1/2) hour after the time set for beginning his/her daily workday. If such notification is not forthcoming, the employee shall be considered absent without leave. If any employee becomes ill after starting his workday and it is determined by his supervisor that the employee cannot perform his work duties, the employee shall be entitled to sick leave with pay for the remainder of the workday.

Section 2 - Sick Leave Accrual.

Employees who regularly work twenty (20) - forty (40) hours per week shall accrue 0.0384 hours of sick leave per each hour actually worked or each hour of paid leave with a maximum accumulation of eighty (80) hours per year. Maximum accrual of sick leave shall be nine hundred sixty (960) hours of sick leave for employees working 40 hours per week, 720 hours of sick leave for employees working 30-39 hours per week and 480 hours of sick leave for employees working 20-29 hours per week. Employees working less than 20 hours per week are not eligible for paid sick leave.

Of the hours accrued above, each fiscal year an employee may designate 8 hours if working 40 hours per week, 6 hours if working 30-39 hours per week, or 4 hours if working 20-29 hours per week, as "personal leave" hours. Personal leave hours may be used for any purpose, but shall be charged as sick leave usage. Personal leave hours shall not be used in less than the blocks listed above, and shall not be used to extend vacation or holiday leaves. Personal leave shall be requested at least 24 hours in advance, and shall be granted subject to departmental staffing needs.

Section 3 - Conversion to Accrual System.

For purposes of this contract, employees working 40 hours per week on July 1, 1998, shall be credited with 8 hours of sick leave for each month of service, provided that no employee shall be credited with more than 960 hours of sick leave under this section. Employees working 30 to 39 hours per week shall be credited with 6 hours of sick leave

for each month of service with a maximum of 720 hours of sick leave under this section. Employees working 20 to 29 hours per week shall be credited with 2 hours of sick leave for each month of service with a maximum of 480 hours of sick leave under this section.

Section 4 - Use of Sick Leave.

- a. An employee may with the authorization of the immediate supervisor or Library Director use accumulated sick leave for absences necessitated by injury or illness of the employee; required medical, dental or ocular treatment or examination, which cannot be scheduled during non-working hours; or for emergency situations involving less than eight (8) hours use, or exposure to contagious disease if determined by a physician or health officer. Any employee may with the authorization of the Library Director use accumulated sick leave for absences necessitated by death, serious illness, or injuries of the immediate family (spouse, child or relatives living in the employee's household) and birth of an employee's child. Such leave of absence shall not exceed seven (7) days.
- b. An employee injured while performing his/her assigned duties is entitled to occupational injury leave and shall receive benefits in accord with the Worker's Compensation Act, and may elect to use accrued sick leave and vacation leave in that order, in the amount necessary to offset the difference in pay between the worker's compensation payment and his/her regular pay.
- c. No employee on occupational injury leave shall receive a combination of Worker's Compensation and sick leave pay in excess of his/her regular pay.
- d. Sick leave shall not be available to an employee for use in circumstances involving personal injury sustained by an employee in the course of paid supplemental employment by an employer other than the City of Bettendorf.
- e. All time taken on authorized sick leave shall be deducted from available sick leave which has been accrued by the employee and shall be charged by actual hours used in hourly increments with a minimum of one half (1/2) hour.
- f. An employee who has exhausted all of his/her sick leave may then elect to use any vacation or comp leave to which he/she is entitled for sick leave purposes.
- g. No such leave with pay shall be granted to an employee in anticipation of future service.
- h. Sick leave payments are based on the straight time earnings of the employee at the time such leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's position is increased during his/her sick leave absence, the higher rate will be used in computing the balance of his/her sick leave payments.

- i. Authorized holidays occurring within a period of sick leave, for which an employee is normally not required to work and for which he/she normally receives holiday pay, will not be counted as work days in computing sick leave.
- j. The accrued sick leave of an employee whose service with the City is terminated by reasons of quit, discharge, or resignation shall be canceled by such action.

Section 5 - Proof of Illness

- A. In order to be eligible for sick leave with pay and in order to receive compensation while absent on sick leave, an employee shall:
 - 1. Notify his/her supervisor or Library Director as to the reason for absence, pursuant Article 15, Section One.
 - 2. Keep his/her supervisor or Library Director informed of his/her condition.
 - 3. Upon return to work, submit a written physician's excuse for absences of three (3) days duration or longer, and may be required after a shorter absence if sick leave abuse is reasonably suspected. The excuse must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence and the date that the employee absent further complications should be able to resume employment duties. In the event sick leave usage is for a member of the employee's immediate family in the same household, and said leave exceeds four(4) consecutive work days, the employee may be asked to obtain a medical certificate verifying the need for the employee to attend to the needs of the family member, provided sick leave abuse is reasonably suspected.
 - 4. Where a question exists as to the returning fitness or sick leave abuse, the employee shall be required to be examined by the City's doctor to substantiate the illness or injury. The required doctor's visit shall be arranged and paid for by the City.

Section 6 - Long Term Disability.

The City shall provide each employee with long term disability insurance at no cost to the employee. Such long term disability benefits providing sixty (60%) percent of salary shall commence one hundred twenty (120) calendar days after non-duty disability or illness. The terms and conditions of this long term disability insurance are more particularly described in the explanation of benefits distributed to each employee herewith.

Section 7 - Annual Buy-Back Option.

On or about December 1 of each calendar year, the City will calculate the employee's accrued and unused sick leave over the prior twelve (12) months. At the employee's option, the employee may exchange up to twenty (20%) percent of such hours for either pay or deposit in the Section 125 plan (commencing the following January 1). Payment shall be made with the second paycheck in December.

Section 8 - Separation from Employment.

Upon termination of employment from the City's service, all sick leave shall be canceled. Remuneration for unused sick leave during any year and/or at termination with the City of Bettendorf will not be allowed. Sick leave shall not accrue when on leave without pay. If any employee is laid off from his position for reasons that are not attributable to him and if reappointed within thirty-six (36) months, he may have available for his necessary use any unused sick leave existing at the time of his lay off.

Section - 9 Supplemental Sick Leave Bank

Should an employee exhaust all paid sick leave covered in Article 14 in addition to all accrued vacation and compensatory time and need further sick leave for an extended non-work related illness, the employee may be awarded supplemental sick leave. This leave can be granted for a maximum of 30 working days or one-half of the accrued leave bank, whichever is less. The minimum amount of leave that can be granted is for three working days. This leave will only be available to an employee one time during their employment career with the Library and it can not be used for paternal childbirth cases. The employee need not have exhausted his/her FMLA leave before requesting this leave.

The employer shall establish the supplemental sick leave fund with a balance of 250 hours. Additional hours will be credited to the fund by using the accrued hours that bargaining unit employees would have received each pay period, but which were not accrued due to the employee being at the maximum limit of accrual. No bargaining unit member will receive any reduced sick leave buy-back payment by virtue of this assignment of accrual.

ARTICLE 15 Leaves of Absence

Section 1 - Application for Discretionary Leave.

Any requests for leaves of absence shall be submitted in writing by the employee to the Library Director. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Such requests shall be made as far in advance of the desired leave as is reasonably possible. A prompt answer to the request for leave of absence shall be furnished to the employee by the Library Director and shall be in writing. Leaves of absence shall not be used to seek and try out new employment. Leaves shall be granted in accordance with the following sections. Any requested unpaid leave of absence not addressed here may be granted at the Employer's discretion.

Section 2 - Maternity Leave.

The employee requesting the maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and will present a doctor's statement following the birth or miscarriage or other pregnancy related disabilities as to when the employee is able to return to work. This procedure is to be followed whether the request is for paid or unpaid leave.

An employee taking maternity leave shall be entitled to use her accumulated sick leave. An employee exhausting her sick leave shall use her accumulated vacation leave. An employee exhausting her sick leave and vacation leave hours shall be entitled to a leave of absence without pay. An employee requiring such leave shall notify the Library Director, prior to the anticipated date of birth, if possible, and must be assigned to a duty so long as her health permits.

Section 3 - Military Leave.

Military leaves of absence shall be granted in compliance with Federal and State law. Employees who are members of the National Guard, Organized Reserves, or any component part of the military, Naval, Air Force or Nurse Corps of this State or Nation, or who are or may be otherwise inducted into the military service of this State or of the United States, shall when ordered by proper authority to active State or Federal service be entitled to a leave of absence for a period of such active service without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave of absence.

Section 4 - Medical Leave.

Employees who have exhausted their sick leave benefits may be eligible for up to a twelve (12) week per year unpaid leave of absence pursuant the Family Medical Leave Act. After exhaustion of the above, or after an employee attempts to be granted and is denied the above, the employee shall be granted an unpaid medical leave of absence from one to six months with proper medical documentation given to the Library Director.

Section 5 - Civic Duty.

Employees elected to any political or legislative government office may request a leave of absence for a period necessary to fulfill their civic responsibility and shall be granted such leave without pay.

Section 6 - Bereavement Leave.

As necessary employees will be excused for up to three (3) workdays, including travel time, without loss of pay, in order to attend the funeral of a mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, nieces, nephews, grandparent, grandchild, aunts of the employee or spouse, and uncles of the employee or spouse. In the case of a death in the immediate family, defined as parent, spouse, child, brother or sister, legal ward, or other resident family member of the employee's immediate household, bereavement leave of up to five (5) working days will be allowed, including travel time, without loss of pay, to attend to funeral arrangements, comfort the immediate family and attend the funeral. Employees shall be allowed up to three (3) hours in order to attend a visitation and one working day off, including travel time, without loss of pay, in order to attend the funeral of friends or other family members. Additions to the above list and an extension of up to two (2) additional days of bereavement leave may be granted at the discretion of the Library Director in extenuating circumstances and for good cause shown.

In the event of circumstances requiring more than the workdays as provided above for the attendance at the funeral of a family member, employees may utilize accumulated sick leave or excused leave of absence without pay with the approval of the Library Director.

An employee may be required to submit documentation of the need for bereavement leave.

Section 7 - Jury and Witness Leave.

A permanent employee who is called or required to serve on a jury or subpoenaed as a witness during his/her scheduled work hours shall be paid the difference between his/her jury or witness fees and his/her straight time hourly rate of pay for all scheduled hours of work missed because of jury duty or witness duty. The employee shall furnish proof of time served.

Section 8 - Voting Time.

Any employee who, because of the prescribed voting period, cannot vote at a general election during the employee's non-working time shall be granted paid leave up to two (2) hours to vote.

Section 9 - Insurance Benefits.

The Employer shall continue to provide such insurance coverage as is ordinarily provided the employee when the employee is on a paid leave or an unpaid leave of less than 30 days. Employees on unpaid leave in excess of 30 days may participate in the insurance plan by paying the cost thereof.

When an employee is on Family Medical Leave, he/she shall continue on the library's health plan on the same terms and conditions as existed prior to the leave.

Section 10 - Return After Leave of Absence.

Employees returning from a leave of absence shall be returned to the position held at the time the leave commenced. If, because of circumstances such position is not available, employees will be placed in a comparable classification and pay grade that they are qualified to perform.

Section 11 - Volunteer Fire Department Leave.

Employees who are members of the Bettendorf Volunteer Fire Department shall be granted time off with pay when responding to calls during working hours. Employees shall make up lost time during the same pay period.

Section 12 - Personal Day.

Each employee shall be entitled to one day personal leave day per year, paid at the employee's regular rate of pay for hours normally worked, to be taken in a one-half (1/2) day increment and scheduled with the approval of the Library Director or the Director's designee.

Section 13 - Family and Medical Leave Act.

Employees covered under this collective bargaining Agreement who are covered under the Federal Government Family and Medical Leave Act, shall be entitled to leaves of absence related to care for Employee's new born children; placement of children with employees for adoption or foster care; care for spouse, minor child (also including a child 18 years or older who is incapable of self care because of mental or physical disability), or parent with a serious health condition; or for employee recovery from a serious health condition. The Act shall be administered pursuant the City of Bettendorf Family and Medical Leave Act policy presented during 1994-1997 negotiations. Employees may consult the Library Director about the Family and Medical Leave Act.

ARTICLE 16 Holidays

Section 1- Observed Holidays.

- A. All regular full time employees shall be paid for the following holidays. All regular part time employees working twenty (20) or more hours per week whose normal work schedules would include any day on which a holiday would fall shall be paid for the following holidays for the numbers of hours normally scheduled on the day of the week on which the holiday takes place. All employees shall not be required to work on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day before Christmas
Christmas Day

In addition, employees regularly working twenty (20) or more hours per week shall be credited on January 1 with four (4) floating holidays which may be taken at any time during the year. These floating holidays are in lieu of time off for Martin Luther King Day, President's Day, Veteran's Day and the day after Thanksgiving. For employees working less than 40 hours per week, but otherwise eligible under this section, the four (4) floating holidays shall be awarded in hours of paid leave pursuant to this formula: For the preceding calendar year the total number of hours on paid status and the total number of days worked will be calculated. The first number will be divided by the latter, resulting in an average number of hours worked per day. That number will be multiplied by four (4), and this final number will constitute the appropriate floating holiday leave.

- B. If a holiday falls on a day the Library is normally closed, the Library will close the following day to observe the holiday.
- C. Floating holidays shall be considered as personal holidays to be taken during the calendar year at the employee's discretion with the approval of the Library Director or the Director's designee. Such approval shall not be unreasonably withheld.

Section 2 - Eligibility Requirements.

Employees shall be eligible for pay for any holiday provided compensation has been paid for the last scheduled work day before and the first scheduled workday after the holiday.

Section 3 - Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid eight (8) hours at their regular hourly rate of pay unless their regular work day is more or less than eight (8) hours, in which case the employee will receive their regular rate of hourly pay for the hours normally worked.

Section 4 - Work on a Holiday.

Eligible employees who work on a holiday listed in Section 1 (except floating holidays) shall be paid one and one-half (1 1/2) times their regular hourly rates of pay for all hours worked on such holidays, plus their holiday pay described in Section 3.

Section 5 - Taking Holiday.

All holidays, including floating holidays, shall be taken in no less than four hour amounts.

ARTICLE 17 Vacations

Section 1 - Amount of Vacation and Accrual.

Employees regularly working twenty (20) hours per week or more shall accrue vacations on an hourly basis and shall receive vacations according to the following schedule:

<u>Years of service</u>	<u>0-4</u>	<u>5-9</u>	<u>10-19</u>	<u>20+</u>
Professional employees with MLS	0.07692		0.096025	
All other employees working at least 20 hours per week	0.03845	0.0577	0.07692	0.096025

Employees shall accrue vacations from date of hire, provided they successfully complete their probationary period. Accrued, unused vacation shall be paid at an employee's termination of employment.

Section 2 - Vacation Pay.

The vacation pay shall be the employee's regular rate of pay in effect immediately preceding the employee's vacation leave times his/her regularly scheduled hours.

Section 3 - Vacation Scheduling.

Vacations must be scheduled with and approved by the Library Director or his/her designee. Vacations may be taken in increments of 1/2 day. Less than 1/2 day increments may be allowed with permission of Library Director or his/her designee and when work load permits. No vacation requests will be honored when an operational hardship would result for the employer. No employee may accrue more than three-hundred (300) hours of vacation at any one time.

Section 4 - Work During Vacation.

In the event an employee performs work during the vacation period, the employee will be paid time and one-half the employee's regular hourly rate for all hours worked and shall be permitted to reschedule his/her vacation to another mutually agreeable time.

Section 5 - Holidays During Vacation.

In the event a paid holiday falls during an employee's vacation period, the employee will receive holiday pay for the day and the charge against the employee's vacation time will be reduced accordingly.

Section 6 - Paid Leaves During Vacation.

In the event an employee becomes eligible for and applies for any other paid leave provided by this Agreement during the employee's vacation period, such time will be charged to the appropriate leave and the employee's vacation time will be restored accordingly. In the case of sick leave the employee must produce evidence of hospitalization, physician ordered quarantine of the employee or a member of the employee's immediately family.

ARTICLE 18 Insurance

Section 1. Health Insurance Programs

The City currently provides health insurance to its employees through a self-insured program with individual and aggregate stop loss provisions and a third party administrator.

Effective 7/01/06 employees electing single health insurance shall pay \$15 per month and employees electing family health insurance shall pay \$25 per month.

A copy of the plan documents dated July 1, 2003, has been provided to the union and is available for review by any employee. Further, the City agrees that it will not vary the plan parameters as they exist on July, 1 2003, in such a way as to increase the cost of health care or shift costs currently paid under the plan to the employee. The factors affecting UCR shall not be adjusted to the detriment of the employee during the term of this agreement. The geographic location for determining UCR rates shall include all of Scott County.

For the duration of this contract, adjustments have been made in the following areas:

- a) The deductible is \$150 for single coverage and \$300 for family coverage.
- b) The out-of-pocket maximum is \$350 for single coverage and \$600 for family coverage.
- c) In-network services will be covered at 80% after the deductible is met. Out-of-Network services will be covered at 70% after the deductible is met. Our PPO Network Providers are Genesis, Trinity and Iowa Health Network.
- d) Under the prescription drug plan, all prescriptions will be filled on a generic drug first basis unless no generic equivalent is available. If a generic equivalent is available and a name brand drug is chosen in its place, there will be a \$20 penalty assessed. The \$20 penalty will not apply if a medical professional specifies "brand name only". This penalty will not be credited to the deductible or the out-of-pocket maximum.
- e) There will be a limit of 24 chiropractic visits per year per person covered under the plan, after which a physician's review will be necessary to have additional visits past the yearly limit covered.
- f) Each person covered under the plan will be allowed one emergency room visit per plan year. This limit will not apply if the emergency room visit is from a physician's referral. This visit will be subject to deductible and coinsurance charges. A second visit to the emergency room will result in a co-pay of \$50. This co-pay will not be credited to the deductible or the out-of-pocket maximum. The \$50 co-pay may be appealed to a City committee appointed by the City Administrator.
- g) The City will use independent case management for major surgeries and procedures. These case managers will not deny treatment only follow the claim to insure proper handling.

No adjustment to the benefits provided in either L.T. Disability or Life Insurance Plan documents shall be made during the course of this agreement.

Both union and employer acknowledge the cost of such insurance continues to increase.

Coverage under the Family Health Plan shall be limited to the employee, the employee's spouse, dependent children as defined under Internal Revenue Service regulations and persons required to be covered by the employer pursuant a court decree.

Part time employees, working at least 30 but less than 40 hours per week, shall pay 25% of the monthly cost of such coverage; employees working less than 30 hours who were appended into this unit in September 1992, shall continue to receive insurance at a 50% cost share; however, the plan benefit for such employees shall be as described herein.

- a) The insurance program shall be composed of medical, dental, disability, and life insurance in such amounts and with such conditions as are specified in the plan documents as presented to the union on or before July 1, 2003.
- b) Orthodontic insurance is provided in such amounts with such conditions as are specified in the plan documents attached hereto. Any employee desiring such coverage shall pay, in addition to the sums specified above, \$15 per month.
- c) The employer shall, consistent with Federal law, establish a Section 125 Plan, for use by the employees. Any employee using such plan may do so with no fee for administrative costs.
- d) Employees working 30 hours per week or less will not be given life insurance or long term disability insurance benefits.
- e) The employer shall provide one pair of safety glasses to each employee of the unit who is required to wear safety glasses on the job either by OSHA requirements or by the department head. The glasses will be replaced when broken or when the employee's prescription changes. The employer retains the right to select vendors and models of safety glasses.
- f) The employer shall provide vision coverage that generally consists of the following:
 - Vision exams for employee and dependents up to \$75 per exam, per every other fiscal year with deductible waived.
 - Frames and corrective lenses for employee and dependents up to \$200 per covered individual, per every other fiscal year with deductible waived.
 - No premium share or co-pay during the terms of this contract.

This provision in no way sets a precedent for employee premium share for future negotiations. If costs of providing the vision coverage exceed \$62,100 for any year during this contract, some change such as addition of co-pay, deductibles, or other cost-saving measures may be negotiated during the next contract.

Section 2. Insurance Continuation

The employer, as required by federal and state law, will permit continuation of insurance benefits at the expense of the employee or dependent.

Section 3. Insurance Administration

The employer will provide each employee with a detailed description of the insurance benefits and identification card, and shall seek third party administrators who shall promptly and fairly respond to employee claims.

ARTICLE 19
Health and Safety

Section 1 - Buildings.

The Employer shall provide and maintain all buildings, facilities, grounds and equipment in accordance with the applicable health and safety standards.

Section 2 - Protective Clothing.

The Employer will comply with all Federal and State laws and regulations regarding protective clothing.

Section 3 - Safety Committee.

A committee composed of one representative designated by the Bettendorf professional Fire Fighters Association, the Bettendorf Police Officers Association, AFSCME Council 61 from the City's Library Unit, Council 61 from the City's General unit and three (3) representatives designated by the City Administrator shall meet on a quarterly basis to discuss health and safety issues and make recommendations to the Employer.

ARTICLE 20
Discipline and Discharge

- A. Disciplinary action or measures may include any of the following:
 - Oral reprimand.
 - Written reprimand.
 - Suspension and Discharge.
- B. Disciplinary action may be imposed upon an employee for just cause. Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure.
- C. If the Employer has reason to reprimand an employee, such discipline shall occur, to the extent possible, in a manner that will not cause undue embarrassment to the employee.
- D. Copies of all written disciplinary measures shall be provided the Union Steward and the employee.
- E. Grievances over suspension or discharge may be initiated with the Library Director as provided in Step 1 of the Grievance and Arbitration Procedure.

ARTICLE 21
Savings Clause

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or an order or decree of judgment of any court having jurisdiction over the parties. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect and the parties shall, upon request of either party, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalidated a mutually satisfactory replacement of such invalidated provision.

ARTICLE 22
Period of Agreement

This Agreement shall be effective as of the 1st day of July 2006, and shall remain in full force and effect until the 30th day of June, 2010. It shall be automatically renewed from year to year thereafter, unless terminated or modified as here-in-after provided. If either party desires to modify this Agreement, it shall submit written notice to the other before September 15, 2009, of its desire to begin negotiations. Negotiations shall then occur at such times as are mutually agreeable in accordance with procedures under the Iowa Public Employment Relations Act.

THIS AGREEMENT is executed as of 5-9-06 to become effective as of the day and year first above written by the duly authorized representatives of the parties.

AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL #

BETTENDORF PUBLIC LIBRARY
BOARD OF TRUSTEES

By Ty Cutkomp.

By Scott Vogt

By Henry L. Meade

By Jaye Clow

City of Bettendorf AFSCME Library Union Pay Scale

FY 2005/2006
3.5%

Full Time

Classification	Grade
Library Clerk	111
Lead Library Clerk	112
Library Assistant	113
Lead Library Assistant	114
Librarian	117

City of Bettendorf AFSCME Library Union Pay Scale

FY 2005/2006
3.5%

YEARS	110	111	112	113	114	115	117
ENTRY	9.1162	10.5340	13.1296	15.0037	15.5733	16.1683	17.9283
6MO	9.5719	11.0659	13.7881	15.7505	16.3582	16.9788	18.8273
1YR	9.8631	11.3950	14.2059	16.2189	16.8521	17.4851	19.3970
3YR	10.1544	11.7369	14.6363	16.7002	17.3584	18.0042	19.9793
5YR	10.4582	12.0914	15.0795	17.2066	17.8776	18.5488	20.5744
7YR	10.7747	12.4586	15.5351	17.7256	18.4094	19.1059	21.1947
9YR	11.1038	12.8383	16.0038	18.2574	18.9665	19.6756	21.8279
11YR	11.4330	13.2183	16.4850	18.8018	19.5363	20.2706	22.4863
13YR	11.7750	13.6107	16.9788	19.3717	20.1186	20.8782	23.1573
15YR	12.1294	14.0160	17.4851	19.9540	20.7264	21.4987	23.8537
17YR	12.4966	14.4338	18.0042	20.5491	21.3468	22.1444	24.5756
19YR	12.8765	14.8644	18.5488	21.1693	21.9925	22.8028	25.3097

Part Time

Classification	Grade
Page, adult	Level I
Children's Aide	Level II
Reception Clerk	Level II

Years	Level I	Level II
Entry	6.7660	7.8936
2	7.1042	8.2883
3	7.4596	8.7028
4	7.7578	9.0509
5	8.0683	9.4129
6	8.3910	9.7894
7	8.7266	10.1809

City of Bettendorf AFSCME Library Union Pay Scale

FY 2006/07
3.7%

YEARS	110	111	112	113	114	115	117
ENTRY	9.4581	10.9290	13.6220	15.5663	16.1573	16.7746	18.6006
6MO	9.9308	11.4809	14.3052	16.3411	16.9716	17.6155	19.5333
1YR	10.2330	11.8223	14.7386	16.8271	17.4841	18.1408	20.1244
3YR	10.5352	12.1770	15.1852	17.3265	18.0093	18.6794	20.7285
5YR	10.8504	12.5448	15.6450	17.8518	18.5480	19.2444	21.3459
7YR	11.1788	12.9258	16.1177	18.3903	19.0998	19.8224	21.9895
9YR	11.5202	13.3197	16.6039	18.9421	19.6777	20.4134	22.6464

11YR	11.8617	13.7140	17.1032	19.5069	20.2689	21.0307	23.3295
13YR	12.2166	14.1211	17.6155	20.0981	20.8730	21.6611	24.0257
15YR	12.5843	14.5416	18.1408	20.7023	21.5036	22.3049	24.7482
17YR	12.9652	14.9751	18.6794	21.3197	22.1473	22.9748	25.4972
19YR	13.3594	15.4218	19.2444	21.9631	22.8172	23.6579	26.2588

Part Time

Classification	Grade
Page, adult	Level I
Children's Aide	Level II
Reception Clerk	Level II

Years	Level I	Level II
Entry	7.0197	8.1896
2	7.3706	8.5991
3	7.7393	9.0292
4	8.0488	9.3903
5	8.3709	9.7659
6	8.7056	10.1565
7	9.0539	10.5627

City of Bettendorf AFSCME Library Union Pay Scale

FY
2007/08

4.2

YEARS	110	111	112	113	114	115	117
ENTRY	9.8601	12.1754	14.2009	16.2279	16.8440	17.4875	19.3911
6MO	10.3529	12.7507	14.9132	17.0356	17.6929	18.3642	20.3635
1YR	10.6679	13.1066	15.3650	17.5423	18.2272	18.9118	20.9797
3YR	10.9829	13.4764	15.8306	18.0629	18.7747	19.4733	21.6095
5YR	11.3115	13.8598	16.3099	18.6105	19.3363	20.0623	22.2531
7YR	11.6539	14.2570	16.8027	19.1719	19.9115	20.6649	22.9241
9YR	12.0098	14.6677	17.3096	19.7471	20.5140	21.2810	23.6089
11YR	12.3658	15.0787	17.8301	20.3359	21.1303	21.9245	24.3210
13YR	12.7358	15.5031	18.3642	20.9523	21.7601	22.5817	25.0468
15YR	13.1191	15.9415	18.9118	21.5821	22.4175	23.2529	25.8000
17YR	13.5162	16.3934	19.4733	22.2258	23.0886	23.9512	26.5808
19YR	13.9272	16.8591	20.0623	22.8965	23.7869	24.6634	27.3748

Part Time

Classification	Grade
Page, adult	Level I
Children's Aide	Level II
Reception Clerk	Level II

Years	Level I	Level II
Entry	7.3180	8.5377
2	7.6839	8.9646
3	8.0682	9.4129
4	8.3909	9.7894
5	8.7267	10.1810
6	9.0756	10.5882
7	9.4387	11.0116

City of Bettendorf AFSCME Library Union Pay Scale

FY
2008/09

3.0

YEARS	110	111	112	113	114	115	117
ENTRY	10.1559	12.5407	14.6269	16.7147	17.3493	18.0121	19.9728
6MO	10.6635	13.1332	15.3606	17.5467	18.2237	18.9151	20.9744
1YR	10.9879	13.4998	15.8260	18.0686	18.7740	19.4792	21.6091
3YR	11.3124	13.8807	16.3055	18.6048	19.3379	20.0575	22.2578

5YR	11.6508	14.2756	16.7992	19.1688	19.9164	20.6642	22.9207
7YR	12.0035	14.6847	17.3068	19.7471	20.5088	21.2848	23.6118
9YR	12.3701	15.1077	17.8289	20.3395	21.1294	21.9194	24.3172
11YR	12.7368	15.5311	18.3650	20.9460	21.7642	22.5822	25.0506
13YR	13.1179	15.9682	18.9151	21.5809	22.4129	23.2592	25.7982
15YR	13.5127	16.4197	19.4792	22.2296	23.0900	23.9505	26.5740
17YR	13.9217	16.8852	20.0575	22.8926	23.7813	24.6697	27.3782
19YR	14.3450	17.3649	20.6642	23.5834	24.5005	25.4033	28.1960

Part Time

Classification	Grade
Page, adult	Level I
Children's Aide	Level II
Reception Clerk	Level II

Years	Level I	Level II
Entry	7.5375	8.7938
2	7.9144	9.2335
3	8.3102	9.6953
4	8.6426	10.0831
5	8.9885	10.4864
6	9.3479	10.9058
7	9.7219	11.3419

City of Bettendorf AFSCME Library Union Pay Scale FY 2009/10 4.0%

YEARS	110	111	112	113	114	115	117
ENTRY	10.5621	13.0423	15.2120	17.3833	18.0433	18.7326	20.7717
6MO	11.0900	13.6585	15.9750	18.2486	18.9526	19.6717	21.8134
1YR	11.4274	14.0398	16.4590	18.7913	19.5250	20.2584	22.4735
3YR	11.7649	14.4359	16.9577	19.3490	20.1114	20.8598	23.1481
5YR	12.1168	14.8466	17.4712	19.9356	20.7131	21.4908	23.8375
7YR	12.4836	15.2721	17.9991	20.5370	21.3292	22.1362	24.5563
9YR	12.8649	15.7120	18.5421	21.1531	21.9746	22.7962	25.2899
11YR	13.2463	16.1523	19.0996	21.7838	22.6348	23.4855	26.0526
13YR	13.6426	16.6069	19.6717	22.4441	23.3094	24.1896	26.8301
15YR	14.0532	17.0765	20.2584	23.1188	24.0136	24.9085	27.6370
17YR	14.4786	17.5606	20.8598	23.8083	24.7326	25.6565	28.4733
19YR	14.9188	18.0595	21.4908	24.5267	25.4805	26.4194	29.3238

Part Time

Classification	Grade
Page, adult	Level I
Children's Aide	Level II
Reception Clerk	Level II

Years	Level I	Level II
Entry	7.8390	9.1456
2	8.2310	9.6028
3	8.6426	10.0831
4	8.9883	10.4864
5	9.3480	10.9059
6	9.7218	11.3420
7	10.1108	11.7956